

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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William Araujo,  
Plaintiff,

vs.

eBay, Inc.,  
MH Canada, Inc., and  
NINGBO MH IMP. & EXP. CO., LTD.,  
ROBIN ROE 1 through 5 (gender neutral  
fictitious names, and ABC CORPORATION 1  
through 5 (fictitious names).

**COMPLAINT**

CIVIL ACTION NO. \_\_\_\_\_

**DEMAND FOR JURY TRIAL**

**PARTIES**

1. Plaintiff, William Araujo resides at 20 Runyon Avenue, Edison, New Jersey 08817.
2. Upon information and belief, Defendant, eBay, Inc., (hereinafter eBay), is a corporation chartered in the State of Delaware. The resident agent is National Registered Agents, Inc., 160 Greentree Drive, Suite #101, Dover, Delaware 19904.
3. Upon information and belief, Defendant, MH Canada, Inc., (hereinafter MH Canada), is a Province of Ontario, Canada corporation, with offices at 5590 Finch Avenue E, Unit A, Toronto, Ontario M1B1T1, Canada.
4. Upon information and belief, Defendant, NINGBO MH IMP. & EXP. CO., LTD., (hereinafter NINGBO), is a Chinese limited liability entity. Upon information and belief, the correspondent is Yan Guangyao, having offices at Convention Plaza, 3011, 30/F, Office Tower, 1 Harbour Road, Hong Kong.

5. Upon information and belief, at the time of the purchase transaction by Plaintiff (discussed in Paragraph 9, *infra*), PayPal was a wholly owned subsidiary of Defendant eBay, Inc. Upon information and belief, PayPal was the only online payment service integrated with the eBay online platform at the time of said purchase transaction.

### **JURISDICTION**

6. The jurisdiction of this Court arises under Title 35, United States Code, Section 1331 (a), the Patent Laws of the United States, Title 35, United States Code, Section 1338(a) and Title 35, United States Code, Section 271. Venue is proper under Title 28, United States Code, Sections 1391(b), (c) and 1400(b).

### **STATEMENT OF FACTS – CAUSES OF ACTION**

7. On September 28, 2010, United States Patent Serial No. 7,803,097 (hereinafter, the '097 Patent) duly issued to Plaintiff. Said Patent was for Plaintiff's invention of an "Exercise Apparatus for Strengthening Abdominal Muscles." A copy of the '097 Patent is attached hereto as Exhibit A.
8. On April 28, 2015, United States Patent Serial No. 9,017,237 (hereinafter the 237 Patent) duly issued to Plaintiff. Said Patent was for Plaintiff's invention of an "Exercise Apparatus for Strengthening Abdominal Muscles." A copy of the '237 Patent is attached hereto as Exhibit B.
9. On October 23, 2014, Plaintiff purchased a Soozier <sup>™</sup> Six-Pack Abdominal Bench Exercise Fitness Abs Training Machine from Defendant eBay (hereinafter, the Soozier Machine), after seeing an offer for this Soozier <sup>™</sup> Machine on the eBay Internet website.
10. Defendant eBay is still selling the Soozier <sup>™</sup> Machine. A current advertisement from the eBay website is attached hereto as Exhibit C. Upon information and belief, the printout in Exhibit C represents the same website offer to which Plaintiff responded to purchase the Soozier Machine.
11. Plaintiff paid for his purchase of the Soozier Machine via PayPal.

12. On October 24, 2014, Defendant MH Canada shipped the Soozier Machine from Ontario, Canada to Plaintiff's home in Edison, New Jersey. A copy of the bill of lading from United Parcel Service is attached hereto.
13. "SOOZIER" is a trademark belonging to Defendant NINGBO.
14. On information and belief, Defendant MH Canada is a distributor for Defendant NINGBO for sales to customers in the United States.
15. The Soozier Machine reads upon and infringes upon Claims 19 and 20 of the '097 Patent.
16. The Soozier Machine reads upon and infringes upon Claims 1 – 4 of the '237 Patent.
17. Defendant eBay has infringed the '097 Patent and the '237 Patent by offering to sell, selling and continuing to sell the Soozier Machine in the United States.
18. Defendant MH Canada has infringed the '097 Patent and the '237 Patent by selling and continuing to sell the Soozier Machine in the United States..
19. Defendant NINGBO has infringed the '097 Patent and the '237 Patent by selling and continuing to sell the Soozier Machine in the United States.
20. Upon information and belief, Robin Roe 1 to 10 and ABC Corporation 1 to 10 are engaged in manufacturing Soozier Machines in the United States and essential parts thereof and in selling, using and actively inducing others to sell or use Soozier Machines in the United States.

#### **PRAYER FOR RELIEF**

Wherefore, Plaintiff prays that:

1. Defendant eBay be required to pay over and account to Plaintiff for all gains, profits, and advantages derived from the infringement of his Letters Patents based upon sales of the Soozier Machine in the United States and anywhere in the world by way of international commerce with the United States.
2. Defendant MH Canada be required to pay over and account to Plaintiff for all gains, profits, and advantages derived from the infringement of his Letters Patents based upon sales of the Soozier Machine in the United States.

3. Defendant MH Canada be enjoined from exporting the Soozier Machine into the United States.
4. Defendant NINGBO be required to pay over and account to Plaintiff for all gains, profits, and advantages derived from the infringement of his Letters Patents based upon sales of the Soozier Machine in the United States.
5. Defendant NINGBO be enjoined from exporting the Soozier Machine into the United States either directly or indirectly.
6. Defendants Robin Roe 1 to 10 and ABC Corporation 1 to 10 be required to pay over and account to Plaintiff for all gains, profits, and advantages derived from the infringement of his Letters Patents based upon sales of the Soozier Machine in the United States.
7. Defendants Robin Roe 1 to 10 and ABC Corporation 1 to 10 be enjoined from exporting the Soozier Machine into the United States either directly or indirectly.
8. The Court award reasonable attorneys' fees and costs of this suit.
9. Plaintiff prays for such other and further relief as the Court may deem to be just.

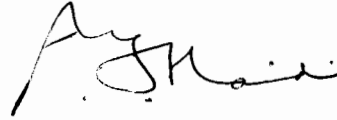
**DEMAND FOR DISCOVERY OF  
INSURANCE COVERAGE**

Pursuant to defendants' discovery obligations, demand is made that the defendant(s) eBay, Inc., MH Canada, Inc. and Ningbo MH Imp. & Exp. Co. Ltd. disclose to the plaintiff(s) whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff(s) with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

**DEMAND FOR A JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues triable of right by a jury.

Dated: July 8, 2015



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